



Memorandum of Understanding between
Arizona Department of Education
and
Certification Partners, Certified Internet Web Prof. (CIW)

This Memorandum of Understanding (Memorandum or MOU) is made by and between the Arizona Department of Education (ADE or Department) and the Certification Partners (CIW, Certified Internet Web Professionals).

1. **PARTIES:** Neither Party to this MOU shall be deemed the employee or agent of the other Party.

Licensure Agency is [CIW provides certification for students which help the students with a deep understanding of crucial IT and business concepts and practices].

The Arizona Department of Education is a state educational agency, authorized to collect and maintain student educational records and to receive information from public educational agencies (PEAs) consistent with applicable state and federal laws and subject to the federal Family Educational Rights and Privacy Act (FERPA), as authorized by 20 U.S.C. § 1232g(b) and 34 CFR Part 99.

2. **PURPOSE:** Having expressed a shared common goal to accurately track student achievement, the above-listed Parties, ADE and Licensure Agency, enter into this agreement of mutual understanding for the purpose of providing to Department's Career and Technical Education (CTE) unit the collection of student licensure testing results for the purposes of federal performance measures reporting.
3. **SCOPE OF WORK:** ADE and Licensure Agency shall perform the obligations agreed to by each as set forth in "Appendix A," attached hereto and incorporated herein by this reference.

4. **CHOICE OF LAW AND FORUM:** This Memorandum shall be construed, interpreted, and governed by the laws of the State of Arizona (including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona) in the appropriate state court.
5. **NO PAROLE EVIDENCE:** This MOU is intended by the parties as a final and complete expression of their MOU. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
6. **COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401, GOVERNMENT PROCUREMENT: E-VERIFY REQUIREMENT:**
 - A. Licensure Agency warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214(A). That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer.")
 - B. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Licensure Agency may be subject to penalties up to and including termination of the contract.
 - C. Failure to comply with a State audit process to randomly verify the employment records of Licensure Agency and its subcontractors shall be deemed a material breach of the contract and Licensure Agency may be subject to penalties up to and including termination of the contract.
 - D. ADE retains the legal right to inspect the papers of any employee who works on the contract to ensure that Licensure Agency is or its subcontractors are complying with the warranty under paragraph A.
7. **CONFIDENTIALITY:** ADE and Licensure Agency may choose, from time to time, in connection with work contemplated under this Agreement, to disclose confidential information to each other (Confidential Information). All such disclosures must be in writing and marked as Confidential Information. The initial disclosure requests are contained in Appendix B, attached hereto. Amendments to Appendix B may be made in writing by the parties. The Parties shall not disclose to unauthorized third parties any Confidential Information of the other Party and will use such information only for the purposes of this Agreement, provided that the receiving Party's obligations hereunder shall not apply to information that:
 - A. Is already in the receiving Party's possession at the time of disclosure; or
 - B. Is or later becomes part of the public domain through no fault of the receiving Party; or
 - C. Is received from a third party with no duty of confidentiality to the disclosing Party; or
 - D. Was developed independently by the receiving Party prior to disclosure; or
 - E. Is required to be disclosed by law or regulation

8. **PROPERTY OF THE STATE:** Title and exclusive copyright to all reports, information, data, curricula, materials, and software prepared by Licensure Agency in performance of this Agreement shall vest in the State of Arizona.
9. **PUBLIC RECORD:** Both Parties recognize that work product developed under this Agreement become public information, except as limited by Section 7, "Confidentiality."
10. **TERM:** The Parties agree that terms of this Memorandum shall take effect upon execution, and that it shall remain in effect for a period of five (5) years unless canceled by the Parties upon thirty (30) days' written notice, whichever occurs first.
11. **RENEWAL & AMENDMENT:** This Memorandum is renewable only upon written approval by the authorized representative of each Party. This Memorandum may only be amended by mutual written agreement signed by both Parties.
12. **BREACH:** This Agreement may be terminated by either party if the other party fails to fulfill its obligations.
13. **NOTICES:** All written communications shall be addressed and mailed, e-mailed, or personally served as follows:

To Licensure Agency:

Gary Priddy
Account Manager
1230 W. Washington STE#201
Tempe, AZ 85281
gpriddy@certification-partners.com
(602)794-4117

To Department:

Jason Wojcik
JTED Liaison
School Improvement & Intervention
Office: CB 18-1025
3300 N. Central Avenue
Phoenix, AZ 85012
Jason.Wojcik@azed.gov
(602) 542-5138

ARIZONA DEPARTMENT OF EDUCATION


Authorized Signatory

Stacey Morley
Executive Director of Government
Relations and Policy Development

Date

Certification Partners (CIW)

Authorized Signatory

Print Name and Title

Date

Appendix A

Scope of Work

1. Project Description

CTE pilot program to test the collection of student outcomes for the purposes of federal performance measures reporting and planning purposes:

- Collaborate information related to:
 - (1) license or certification issued to former Arizona CTE information technology students;
 - (2) employment
- To identify successful CTE concentrators and placements.
- To track students' advancement throughout their careers.

2. Licensure Agency Responsibilities

- Provide a data export to ADE twice annually (November and June respectively, with exact dates TBD)
- Prepare and create data for both transfers to ADE
- Provide a Microsoft Excel csv format file for compatibility into ADE CTE databases
- Provide the following data elements:
 - a) License Number
 - b) License Date Issued
 - c) Full Name
 - d) Birth Date
 - e) Arizona Department of Education SAIS number
 - f) School
 - g) Other Fields TBD as necessary
- Remain available for meetings and consultations pertaining to data if needed

3. Department Responsibilities

- Store data received (student licenses/certification history, etc.) on its information technology servers
- Protect student data to insure compliance with FERPA guidelines
- Design, build, and develop state and federal reports based on CTE requirements
- Share pertinent report information as requested

Appendix B

Data Disclosure

Confidential Data to be disclosed by Certification Partners to the Arizona Department of Education

- 1. Name**
- 2. Date of Birth**
- 3. Test Score**
- 4. Unique Identifier**

